

1. REQUEST NO. VA244-14-Q-1799	2. DATE ISSUED 09-25-2014	3. REQUISITION/PURCHASE REQUEST NO. 540-15-1-5082-0005	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	
5A. ISSUED BY Department of Veterans Affairs Louis A Johnson, VAMC Contracting Office (90C) 1 Med Center DR Clarksburg WV 26301-4199			6. DELIVER BY (Date)		
5B. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)		
NAME Ryan Mullins, ryan.mullins2@va.gov		TELEPHONE NUMBER AREA NUMBER CODE 304-623-3461 x 4177	9. DESTINATION a. NAME OF CONSIGNEE See Delivery Schedule		
8. TO:					
a. NAME	b. COMPANY		b. STREET ADDRESS		
c. STREET ADDRESS			c. CITY		
d. CITY	e. STATE	f. ZIP CODE	d. STATE	e. ZIP CODE	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE ON OR BEFORE CLOSE OF BUSINESS (Date) 10-07-2014		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.			

**11. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	6th Floor Shower Bases See Attached Statement of Work All applicable state laws, regulations, certification, and taxes apply to the requirement. B&O tax is applicable. Site Visit is scheduled for 9/29/2014 @ 1:00pm EST Room 1230 Cutoff date for questions is 10/01/2014 @ 4:00pm EST				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations  are  are not attached.

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE
b. STREET ADDRESS					
c. COUNTY			a. Name (Type or print)		AREA CODE
d. CITY	e. STATE	f. ZIP CODE	c. TITLE (Type or print)		NUMBER

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## Schedule

### A.1 Price/Cost Schedule

#### Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Per Specifications in the Statement of Work	1.00	JB	_____	_____
<b>GRAND TOTAL</b>					_____

### A.2 Mold Remediation for the 6th Floor Shower Bases

At the time of proposals, there are no known products containing mold identified in the 6<sup>th</sup> floor project but it is highly suspected. Should the contractor find mold during construction, these prices will be used as a baseline for an RFP. The COR and contractor will measure the quantities of affected material and determine a value based on unit price. For each line item below, provide a unit price either Linear Foot or Square Foot, as indicated. Removal of materials other than those containing mold shall be considered demolition and within the scope of the original contract price. Unit price shall be conclusive of everything required to complete the work. i.e. prep, containment, disposal, testing, reports, etc..

The contractor may add the allowable percentages of overhead and profit at the time of the RFP request according to FAR.

Floor Tile per sq. ft.:
Wall/Ceiling Plaster per sq. ft.:
Sheeting products per sq. ft.:
Mastic/ Adhesives: per Sq. Ft.:
Ceiling Tile per Ea.:
Joint/ Spackling Compounds per sq. ft.:

## Delivery

### A.3 Delivery Schedule

Place of Performance
Department of Veterans Affairs Louis A Johnson VAMC 1 Med Center Drive Clarksburg, WV 26301

## STATEMENT OF WORK

### A.4 Statement of Work

Louis A. Johnson VAMC  
1 Med Center Dr  
Clarksburg WV 26354  
Statement of Work

- 1. General Intention:** It is the general intention of the Louis A. Johnson VAMC to acquire contractor services. For the provision of labor and materials to install slip retardant epoxy flooring, and shower wall moisture remediation. Installation site is in the hospital 6<sup>th</sup> floor patient bathroom shower area.
- 2. Contractor responsibilities:** Contractor shall completely prep site for installation of new shower area flooring in 16 patient rooms. This is to include removal of all existing epoxy coating shower base. Removal of approx. 12 courses of 4"x4" ceramic tile approx. 44 sq. ft. per room. Removal of all wall board measuring 4' up from the floor deck in the shower area approx. 44sq ft. Contractor shall install new mold resistant wall board in the shower area. New non slip epoxy flooring shall be installed and flashed against shower walls to a height of 6". Contractor shall install 11 courses of new 4"x4" ceramic tile approx. 44 sq. ft. leaving approx. 4" of epoxy coating exposed on the wall flashing. The bottom course of tile above finished flooring shall be bull nosed. Epoxy coating shall be flashed a minimum of 2" behind ceramic tile. All epoxy coating corner seams shall be installed according to the attached specification to form a watertight assembly. Contractor shall submit physical samples of all proposed wall and floor coverings to ensure matching of existing color schemes for VA review and approval. Prep work of concrete flooring as necessary to include repairs of cracks. All products and installation procedures shall meet the attached specification section of this document. Contractor will be provided a schedule of rooms to be shut down to work in at any given time. Rooms will be turned over to contractor in a manner to accomplish required work and minimize impact to VAMC patient care. A maximum of two rooms, and a minimum of one room may be turned over to the contractor at any given time at the sole discretion of the VAMC to accommodate patient care needs. Typical room closures shall encompass turning over patient rooms and the adjoining room sharing a wall with the patient room shower. The turnover sequence will allow the contractor to work in two patient rooms with the following exceptions Room 614, Room 619, Room 630. All work shall be completed in rooms turned over to contractor prior to the VAMC turning further rooms over to the contractor for construction. Patient shower walls are highly suspect to contain fungi spores. Contractor shall be required to follow EPA guidance titled Mold Remediation in Schools and Commercial Buildings. This information may be obtained at: [http://www.epa.gov/mold/mold\\_remediation.html#Key\\_Steps](http://www.epa.gov/mold/mold_remediation.html#Key_Steps) Contractor shall comply with VAMC Infection control regulations to maintain 100% HEPA filtration from the active work site. This is to include maintaining an air tight seal within the construction site. Plastic barriers such as zip walls are acceptable. HEPA filtration shall be discharged directly to outside of the building. The connection of HEPA exhaust to ducted general or return exhaust will not be permitted. Contractor shall isolate all HVAC outlets and returns within the construction site. Contractor shall submit a written acknowledgement of VA provided schedule of work activities prior to beginning any work. Contractor shall provide all personal, equipment, material, and supervision. Contractor shall submit proof of one site superintendent qualified as OSHA 30 hour competent person. All other employees of contractor shall be OSHA 10 certified. Contractor shall terminally clean all work areas upon completion. VAMC infection control staff will inspect work site during construction activities, and upon completion. Upon approval from Patient care and Infection control staff that all work is satisfactorily complete the VAMC will authorize the turnover of additional rooms to the contractor. It shall be the responsibilities of the contractor to field verify all dimensions of flooring and wall materials.

**SECTION 09 67 23.20**

**RESINOUS (EPOXY BASE) WITH VINYL CHIP BROADCAST (RES-2)**

**PART 1 - GENERAL**

**1.1 DESCRIPTION**

- A. This section specifies Resinous (Resinous epoxy base with vinyl chip flake broadcast) flooring with integral cove base.
  - 1. Res-2 Resinous (epoxy) vinyl chip flake broadcast flooring system.

**1.2 RELATED WORK**

- A. Concrete and Moisture Vapor Barrier: Section 03 30 00, CAST-IN-PLACE CONCRETE.
- B. Substrate Preparation for Floor Finishes: Section 09 05 16.
- C. Color and location of each type of resinous flooring: As indicated in Section 09 06 00, SCHEDULE FOR FINISHES.
- D. Floor Drains: Division 22, PLUMBING.

**1.3 SUBMITTALS**

- A. Submit in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.
- B. Manufacturer's Literature and Data:
  - 1. Description of each product to be provided.
  - 2. Application and installation instructions.
  - 3. Maintenance Instructions: Submit manufacturer's written instructions for recommended maintenance practices.
- C. Qualification Data: For Installer.
- D. Sustainable Submittal:
  - 1. Product data for products having recycled content, submit documentation indicating percentages by weight of post-consumer and pre-consumer recycled content.
    - a. Include statements indicating costs for each product having recycled content.
  - 2. Product data for field applied, interior, paints, coatings, and primers, include printed statement of VOC content indicating compliance with environmental requirements.
- E. Samples:
  - 1. Each color and texture specified in Section 09 06 00, SCHEDULE FOR FINISHES.
  - 2. Samples for verification: For each (color and texture) resinous flooring system required, 6 inches (152 mm) square, applied to a rigid backing by installer for this project.
  - 3. Sample showing construction from substrate to finish surface in thickness specified and color and texture of finished surfaces. Finished flooring must match the approved samples in color and texture.
- F. Shop Drawings: Include plans, sections, component details, and attachment to other trades. Indicate layout of the following:
  - 1. Patterns.
  - 2. Edge configuration.
- G. Certifications and Approvals:
  - 1. Manufacturer's certification of material and substrate compliance with specification.
  - 2. Manufacturer's approval of installer.
  - 3. Contractor's certificate of compliance with Quality Assurance requirements.
- H. Warranty: As specified in this section.

**1.4 QUALITY ASSURANCE**

- A. Manufacture Certificate: Manufacture shall certify that a particular resinous flooring system has been manufactured and in use for a minimum of five (5) years.
- B. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this project for a minimum period of

five (5) years, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.

1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
  2. Contractor shall have completed at least ten (10) projects of similar size and complexity. Include list of at least five (5) projects. List must include owner (purchaser); address of installation, contact information at installation project site; and date of installation.
  3. Installer's Personnel: Employ persons trained for application of specified product.
- C. Source Limitations:
1. Obtain primary resinous flooring materials including primers, resins, hardening agents, grouting coats and finish or sealing coats from a single manufacturer.
  2. Provide secondary materials, including patching and fill material, joint sealant, and repair material of type and from source recommended by manufacturer of primary materials.
- D. Pre-Installation Conference:
1. Convene a meeting not less than thirty days prior to starting work.
  2. Attendance:
    - a. Contractor
    - b. VA Resident Engineer
    - c. Manufacturer and Installer's Representative
  3. Review the following:
    - a. Environmental requirements
      - 1) Air and surface temperature
      - 2) Relative humidity
      - 3) Ventilation
      - 4) Dust and contaminates
    - b. Protection of surfaces not scheduled to be coated
    - c. Inspect and discuss condition of substrate and other preparatory work performed
    - d. Review and verify availability of material; installer's personnel, equipment needed
    - e. Design and edge conditions.
    - f. Performance of the coating with chemicals anticipated in the area receiving the resinous (urethane and epoxy mortar/cement) flooring system
    - g. Application and repair
    - h. Field quality control
    - i. Cleaning
    - j. Protection of coating systems
    - k. One-year inspection and maintenance
    - l. Coordination with other work
- F. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for surface preparation and application of resinous flooring systems.
- G. Contractor Job Site Log: Contractor shall document daily; the work accomplished environmental conditions and any other condition event significant to the long term performance of the urethane and epoxy mortar/cement flooring materials installation. The Contractor shall maintain these records for one year after Substantial Completion.

### **1.5 MATERIAL PACKAGING DELIVERY AND STORAGE**

- A. Deliver materials to the site in original sealed packages or containers, clearly marked with the manufacturer's name or brand, type and color, production run number and date of manufacture.
- B. Protect materials from damage and contamination in storage or delivery, including moisture, heat, cold, direct sunlight, etc.
- C. Maintain temperature of storage area between 60 and 80 degrees F (15 and 26 degrees C).
- D. Keep containers sealed until ready for use.
- E. Do not use materials beyond manufacturer's shelf life limits.

- F. Package materials in factory pre-weighed and in single, easy to manage batches sized for ease of handling and mixing proportions from entire package or packages. No On site weighing or volumetric measurements are allowed.

**1.6 PROJECT CONDITIONS**

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
  - 1. Maintain material and substrate temperature between 65 and 85 degrees F (18 and 30 degrees C) during resinous flooring application and for not less than 24 hours after application.
  - 2. Concrete substrate shall be properly cured per referenced section 03 30 00, CAST-IN-PLACE CONCRETE. Standard cure time a minimum of 30 days. A vapor barrier must be present for concrete subfloors on or below grade.
    - a. Resinous flooring applications where moisture testing resulting in readings exceeding limits as defined in this specification under part 3, section 3.4, paragraph B, shall employ an multiple component 15 mil thick system designed to suppress excess moisture in concrete.
    - b. Application at a minimum thickness of 15 mils, over properly prepared concrete substrate as defined in section 3.4.
    - c. Moisture suppression system must meet the design standards as follows:

Property	Test	Value
Tensile Strength	ASTM D638	4,400 psi
Volatile Organic Compound Limits (V.O.C.)	EPA & LEED	25 grams per liter
Permeance	ASTM E96 @ 16mils/ 0.4mm on concrete	0.1 perms
Tensile Modulus	ASTM D638	1.9X10 <sup>5</sup> psi
Percent Elongation	ASTM D638	12%
Cure Rate	Per manufactures Data	4 hours Tack free with 24hr recoat window
Bond Strength	ASTM D7234	100% bond to concrete failure

B.

Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.

- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

**1.7 WARRANTY**

- A. Work subject to the terms of the Article "Warranty of Construction" FAR clause 52.246-21.
- B. Warranty: Manufacture shall furnish a single, written warranty covering the full assembly (including substrata) for both material and workmanship for a extended period of three (3) full years from date of installation, or provide a joint and several warranty signed on a single document by manufacturer and applicator jointly and severally warranting the materials and workmanship for a period of three (3) full years from date of installation. A sample warranty letter must be included with bid package or bid may be disqualified.

**1.8 APPLICABLE PUBLICATIONS**

- A. The publication listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. ASTM Standard C722-04 (2012), "Standard Specification for Chemical-Resistant Monolithic Floor Surfacing," ASTM International, West Conshohocken, PA, 2006, DOI: 10.1520/C0722-04R12, [www.astm.org](http://www.astm.org).

1. Specification covers the requirements for aggregate-filled, resin-based, monolithic surfacings for use over concrete.
- C. American Society for Testing and Materials (ASTM):
  - C413 (2012) .....Absorption of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
  - C531 (2012) .....Linear Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes
  - D638 (2010).....Tensile Properties of Plastics
  - D790 (2010).....Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
  - D1308 (2013).....Effect of Household Chemicals on Clear and Pigmented Organic Finishes
  - D2240 (2010).....Rubber Property—Durometer Hardness
  - D4060(2010).....Abrasion Resistance of Organic Coatings by the Taber Abraser
  - D4226 (2011).....Impact Resistance of Rigid (Poly-Vinyl Chloride) (PVC) Building Products
  - D4259 (2012).....Abrading Concrete to alter the surface profile of the concrete and to remove foreign materials and weak surface laitance
  - C7234 (2012) .....Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers
  - E96/E96M (2013) .....Water Vapor Transmission of Materials
  - F1679 .....Variable Incidence Tribometer for determining the slip resistance
  - F1869 (2011).....Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride
  - F2170 (2011).....Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes

**PART 2 - PRODUCTS**

**2.1 SYSTEM DESCRIPTION FOR RES-2 (BROADCAST VINYL CHIP FLAKE)**

- A. System Descriptions:
  1. Monolithic, multi-component epoxy chemistry resinous flooring system. Primer with broadcast quartz aggregates, High performance multi-component solvent free epoxy undercoat, Vinyl chip flake broadcast media in desired flake size (1/8", 1/4"). High performance multi component epoxy and solvent free sealers.
- B. Products: Subject to compliance with applicable fire, health, environmental, and safety requirements for storage, handling, installation, and clean up.
- C. System Components: Verify specific requirements as systems vary by manufacturer. Verify build up layers of broadcast and installation method. Verify compatibility with substrate. Use manufacturer’s standard components, compatible with each other and as follows:
  1. Primer with Broadcast quartz (primer coat):
    - a. Resin: epoxy.
    - b. Formulation Description: Multiple component high solids.
    - c. Application Method: squeegee, back roll and broadcast.
    - d. Thickness of coat(s): 2-3mil.
    - e. Number of Coats: One.
    - f. Aggregates: Quartz broadcast into wet epoxy primer.
  2. Undercoat: (body coat)
    - a. Resin: Epoxy.
    - b. Formulation Description: Pigmented multi-component, high solids.
    - c. Application Method: Notched squeegee and Back roll
    - d. Number of Coats: One.
    - e. Aggregates: vinyl chip flake broadcast into wet Undercoat.
    - f. Thickness of coat(s): 20-30mil.
    - g. Number of Coats: One.
  3. Sealer coat:
    - a. Resin: Epoxy.
    - b. Formulation Description: Multiple component high solids, no solvent UV stable.
    - c. Type/Finsh: Clear Gloss.

- d. Thickness of coat(s): 2-3mil.
- e. Number of Coats: (2) two.
- f. Application: Squeegee and finish roll.

D. System Characteristics:

- 1. Color and Pattern: As selected by Resident Engineer from manufacturer's standard colors.
- 2. Integral cove base: 1 inch (25.4 mm) radius epoxy mortar cove keyed into concrete substrate and or resinous flooring mortar system. No fillers integral cove base must be troweled in place with specified resinous mortar base.
- 3. Overall System Thickness: Nominal 2 to 3 mm.
- 4. Finish: anti-slip resistant.
- 5. Temperature Range: Systems vary by manufacturer; approximate range from a minimum of 45 to 150 degrees F.

E. Physical Properties:

- 1. Physical Properties of flooring system when tested as follows:

Property	Test	Value
Tensile Strength	ASTM D638	5,200 psi
Volatile Organic Compound Limits (V.O.C.)	EPA & LEED	Below 100 g/l
Flexural Strength	ASTM D790	4,000 psi
Water Absorption	ASTM C413	0.056%
Coefficient of friction dry/slip index wet	ASTM F1679	>.79 dry >.65 wet
Impact Resistance	ASTM D4226	> 160 in. lbs
Abrasion Resistance	ASTM D4060 CS-17	0.03 gm maximum weight loss
Thermal Coefficient of Linear Expansion	ASTM C531	17 x 10 <sup>-6</sup> in/in °F
Hardness Shore D	ASTM D2240	85 to 90
Bond Strength	ASTM D7234	100% bond to concrete failure

F.

Chemical Resistance in accordance ASTM D1308 - 02(2007) "Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Organic Finishes". ASTM International, West Conshohocken, PA, 2006, DOI: 10.1520/D1308-02R07, www.astm.org. No effect to the following exposures:

- 1. Acetic acid (5%)
- 2. Ammonium hydroxide (10%)
- 3. Citric Acid (50%)
- 4. Fatty Acid
- 5. Motor Oil, 20W
- 6. Hydrochloric acid (20%)
- 7. Sodium Chloride
- 8. Sodium Hypochlorite (10%)
- 9. Sodium Hydroxide (30%)
- 10. Sulfuric acid (25%)
- 11. Urine, Feces
- 12. Hydrogen peroxide (10%)

## 2.2 SUPPLEMENTAL MATERIALS

- A. Textured Top Coat: Type recommended or produced by manufacturer of seamless resinous flooring system, slip resistance.
- B. Joint Sealant: Type recommended or produced by resinous flooring manufacturer for type of service or joint conditioned indicated.
- C. Waterproof Membrane: Type recommended or produced by manufacturer of resinous floor coatings for type of service and conditions.
- D. Provide a chemical resistant epoxy novolac top coat capable of resisting sustained temperatures up to //120°C (250°F).
- E. Anti-Microbial Additive: Incorporate anti-microbial chemical additive to prevent growth of most bacteria, algae, fungi, mold, mildew, yeast, etc.
- F. Patching and Fill Material: Resinous product of or approved by resinous coating manufacturer for application indicated. Resinous based materials only. Cementitious or single component product are not expectable.

## 2.3 BASE CAP STRIP

- A.-Zinc cove strip.
- B. Shape for 2mm depth of base material, "J" or "L" configuration.
- C. Finish:
  - 1. Finish exposed surfaces in accordance with NAAMM Metal Finishes Manual.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine the areas and conditions where monolithic resinous system with integral base is to be installed with the VA Resident Engineer.
- B. Moisture Vapor Emission Testing: Perform moisture vapor transmission testing in accordance with ASTM F1869 to determine the MVER of the substrate prior to commencement of the work. See section 3.4, 3.

### 3.2 PROJECT CONDITIONS

- A. Maintain temperature of rooms (air and surface) where work occurs, between 70 and 90 degrees F (21 and 32 degrees C) for at least 48 hours, before, during, and 24 hours after installation. Maintain temperature at least 70 degrees F (21 degrees C) during cure period.
- B. Maintain relative humidity less than 75 percent.
- C. Do not install materials until building is permanently enclosed and wet construction is complete, dry, and cured.
- D. Maintain proper ventilation of the area during application and curing time period.
  - 1. Comply with infection control measures of the VA Medical Center.

### 3.3 INSTALLATION REQUIREMENTS

- A. The manufacturer's instructions for application and installation shall be reviewed with the VA Resident Engineer for the seamless resinous (urethane and epoxy mortar) flooring system with integral cove base.
- B. Substrate shall be approved by manufacture technical representative.

### 3.4 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for resinous flooring application.
- B. Concrete Substrates: Provide sound concrete surfaces free of laitance, glaze, efflorescence, curing compounds, form-release agents, dust, dirt, grease, oil, and other contaminants incompatible with resinous flooring.
  - 1. Prepare concrete substrates as follows:
    - a. Shot-blast surfaces with an apparatus that abrades the concrete surface, contains the dispensed shot within the apparatus, and re circulates the shot by vacuum pickup.

- b. Comply with ASTM D4259 requirements, unless manufacturer's written instructions are more stringent.
- 2. Repair damaged and deteriorated concrete according to resinous flooring manufacturer's written recommendations.
- 3. Verify that concrete substrates are dry.
  - a. Perform anhydrous calcium chloride test, ASTM F 1869. Proceed with application only after substrates have maximum moisture-vapor-emission rate of [3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours. Per manufacturers recommendations.
  - b. MVT threshold for monolithic resinous flooring shall not exceed 3 lbs/1000 square feet (0.0001437 kPa) in a 24 hour period.
  - c. When MVT emission exceeds this limit, apply manufacturer's recommended vapor control primer or other corrective measures as recommended by manufacturer prior to application of flooring or membrane systems.
  - d. Perform in situ probe test, ASTM F2170. Proceed with application only after substrates do not exceed a maximum potential equilibrium relative humidity of 85 percent.
  - e. Provide a written report showing test placement and results.
- 4. Verify that concrete substrates have neutral Ph and that resinous flooring will adhere to them. Perform tests recommended by manufacturer. Proceed with application only after substrates pass testing.
- C. Resinous Materials: Mix components and prepare materials according to resinous flooring manufacturer's written instructions.
- D. Use patching and fill material to fill holes and depressions in substrates according to manufacturer's written instructions.
- E. Treat control joints and other nonmoving substrate cracks to prevent cracks from reflecting through resinous flooring according to manufacturer's written recommendations. Allowances should be included for flooring manufacturer recommended joint fill material, and concrete crack treatment.
- F. Prepare wall to receive integral cove base //and trench liner//:
  - 1. Verify wall material is acceptable for resinous flooring application, if not, install material (e.g. cement board) to receive base.
  - 2. Fill voids in wall surface to receive base, install undercoats (e.g. water proofing membrane, and/or crack isolation membrane) as recommended by resinous flooring manufacturer.
  - 3. Install base //and trench liner// prior to flooring if required by resinous flooring manufacturer.
  - 4. Grind, cut or sand protrusions to receive base application.

### 3.5 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
  - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
  - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
- B. Apply Primer: over prepared substrate at manufacturer's recommended spreading rate for all areas to receive integrated cove base.
- C. Apply cove base: Trowel to wall surfaces at a 1 inch radius, before applying flooring. Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, and troweling, sanding, and top coating of cove base. Round internal and external corners.
- D. Apply Primer: over prepared substrate at manufacturer's recommended spreading rate.
- E. Broadcast: Immediately broadcast quartz silica aggregate into the primer using manufacturer's spray caster. Strict adherence to manufacturer's installation procedures and coverage rates is imperative.
- F. Under Coat: Mix base material according to manufacturer's recommended procedures. Uniformly spread mixed material over previously primed substrate using manufacturer's installation tool. Roll material with strict adherence to manufacturer's installation procedures and coverage rates.
- G. Broadcast: Immediately broadcast vinyl flakes into the body coat. Strict adherence to manufacturer's installation procedures and coverage rates is imperative.

- H. First Sealer: Remove excess un-bonded flakes by lightly brushing and vacuuming the floor surface. Mix and apply sealer with strict adherence to manufacturer's installation procedures.
- I. Second Sealer: Lightly sand first sealer coat. Mix and apply second sealer coat with strict adherence to manufacturer's installation procedures.

### 3.6 TOLERANCE

- A. From line of plane: Maximum 1/8 inch (3.18 mm) in total distance of flooring and base. Broadcast resinous flooring system will contour substrate. Deviation and tolerance are subject to concrete tolerance.
- B. From radius of cove: Maximum of 1/8 inch (3.18 mm) plus or 1/16-inch (1.59 mm) minus.

### 3.7 ENGINEERING DETAILS

- A. Chase edges to “lock” the flooring system into the concrete substrate along lines of termination.
- B. Penetration Treatment: Lap and seal resinous system onto the perimeter of the penetrating item by bridging over compatible elastomer at the interface to compensate for possible movement.
- C. Trenches: Continue flooring system into trenches to maintain monolithic protection. Treat cold joints to assure bridging of potential cracks.
- D. Treat floor drains by chasing the flooring system to lock in place at point of termination.
- E. Treat control joints to bridge potential cracks and to maintain monolithic protection. Treat cold joints and construction joints to bridge potential cracks and to maintain monolithic protection on horizontal and vertical surfaces as well as horizontal and vertical interfaces.
- F. Discontinue Resinous floor system at vertical and horizontal contraction and expansion joints by installing backer rod and compatible sealant after coating installation is completed. Provide sealant type recommended by manufacturer for traffic conditions and chemical exposures to be encountered.

### 3.8 CURING, PROTECTION AND CLEANING

- A. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process.
- B. Close area of application for a minimum of 24 hours.
- C. Protect resinous flooring materials from damage and wear during construction operation.
  - 1. Cover flooring with kraft type paper.
  - 2. Optional 6 mm (1/4 inch) thick hardboard, plywood, or particle board where area is in foot or vehicle traffic pattern, rolling or fixed scaffolding and overhead work occurs.
- D. Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer.

--- E N D ---

- Areas affected by suspect or known shower leaks
- Areas affected by suspect or known roof leaks
- Areas affected by suspect or known window leaks.



## INSTRUCTIONS, CONDITIONS AND OTHER STATEMENTS TO BIDDERS/OFFERORS

### 2.1 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested—

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of Provision)

**2.2 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) ALTERNATE I (FEB 1995)**

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—

9/29/2014 @ 1:00pm EST

(c) Participants will meet at—

Room 1230

(End of Provision)

**2.3 LIMITATIONS ON SUBCONTRACTING-- MONITORING AND COMPLIANCE (JUN 2011)**

This solicitation includes . Accordingly, any contract resulting from this solicitation will include this clause. The contractor is advised in performing contract administration functions, the CO may use the services of a support contractor(s) retained by VA to assist in assessing the contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to contractor's offices where the contractor's business records or other proprietary data are retained and to review such business records regarding the contractor's compliance with this requirement. All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the contractor's business records or other proprietary data reviewed or obtained in the course of assisting the CO in assessing the contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs. Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the contractor to protect proprietary information as required by FAR 9.505-4, obtaining access to proprietary information, paragraph (b). The contractor is required to cooperate fully and make available any records as may be required to enable the CO to assess the contractor's compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

## REPRESENTATIONS AND CERTIFICATIONS

### 3.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 236220.

(2) The small business size standard is \$36.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Certification.

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These

amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

## GENERAL CONDITIONS

### 4.1 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 21 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 160 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by October 17, 2014. The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

(End of Clause)

### 4.2 52.225-9 BUY AMERICAN—CONSTRUCTION MATERIALS (MAY 2014)

(a) *Definitions.* As used in this clause—

"Commercially available off-the-shelf (COTS) item"—

(1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means—

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

Lead Glass

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;
- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (Dollars)*</b>
Item 1:			
Foreign Construction Material			
Domestic Construction Material			
Item 2:			
Foreign Construction Material			

Domestic Construction Material			
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[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

**4.3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>

<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.222-3	CONVICT LABOR	JUN 2003
52.222-5	CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK	MAY 2014
52.222-6	CONSTRUCTION WAGE RATE REQUIREMENTS	MAY 2014
52.222-7	WITHHOLDING OF FUNDS	MAY 2014
52.222-8	PAYROLLS AND BASIC RECORDS	MAY 2014
52.222-9	APPRENTICES AND TRAINEES	JUL 2005
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	MAY 2014
52.222-12	CONTRACT TERMINATION—DEBARMENT	MAY 2014
52.222-13	COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS	MAY 2014
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-23	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS	FEB 1999

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
FOR CONSTRUCTION		
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY 2011
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.227-4	PATENT INDEMNITY—CONSTRUCTION CONTRACTS	DEC 2007
52.228-13	ALTERNATIVE PAYMENT PROTECTIONS	JUL 2000
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	MAY 2014
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	MAY 2014
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-12	CLEANING UP	APR 1984
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.242-14	SUSPENSION OF WORK	APR 1984
<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY 2014

**4.4 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)**

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

**4.5 VAAR 852.219-10 VA NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (DEC 2009)**

(a) Definition. For the Department of Veterans Affairs, "Service-disabled veteran-owned small business concern":

(1) Means a small business concern:

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans (or eligible surviving spouses);

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans (or eligible surviving spouses) or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran;

(iii) The business meets Federal small business size standards for the applicable North American Industry Classification System (NAICS) code identified in the solicitation document; and

(iv) The business has been verified for ownership and control and is so listed in the Vendor Information Pages database, (<http://www.VetBiz.gov>).

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *General.* (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation shall be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for:

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other eligible service-disabled veteran-owned small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other eligible service-disabled veteran-owned small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other eligible service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if--

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and

(3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (non-manufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

#### 4.6 VAAR 852.232-72 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (NOV 2012)

(a) *Definitions.* As used in this clause—

(1) *Contract financing payment* has the meaning given in FAR 32.001.

(2) *Designated agency office* has the meaning given in 5 CFR 1315.2(m).

(3) *Electronic form* means an automated system transmitting information electronically according to the Accepted electronic data transmission methods and formats identified in paragraph (c) of this clause. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests.

(4) *Invoice payment* has the meaning given in FAR 32.001.

(5) *Payment request* means any request for contract financing payment or invoice payment submitted by the contractor under this contract.

(b) *Electronic payment requests.* Except as provided in paragraph (e) of this clause, the contractor shall submit payment requests in electronic form. Purchases paid with a Government-wide commercial purchase card are considered to be an electronic transaction for purposes of this rule, and therefore no additional electronic invoice submission is required.

(c) *Data transmission.* A contractor must ensure that the data transmission method and format are through one of the following:

(1) VA's Electronic Invoice Presentment and Payment System. (See Web site at <http://www.fsc.va.gov/einvoice.asp>.)

(2) Any system that conforms to the X12 electronic data interchange (EDI) formats established by the Accredited Standards Center (ASC) and chartered by the American National Standards Institute (ANSI). The X12 EDI Web site (<http://www.x12.org>) includes additional information on EDI 810 and 811 formats.

(d) *Invoice requirements.* Invoices shall comply with FAR 32.905.

(e) *Exceptions.* If, based on one of the circumstances below, the contracting officer directs that payment requests be made by mail, the contractor shall submit payment requests by mail through the United States Postal Service to the designated agency office. Submission of payment requests by mail may be required for:

(1) Awards made to foreign vendors for work performed outside the United States;

(2) Classified contracts or purchases when electronic submission and processing of payment requests could compromise the safeguarding of classified or privacy information;

(3) Contracts awarded by contracting officers in the conduct of emergency operations, such as responses to national emergencies;

(4) Solicitations or contracts in which the designated agency office is a VA entity other than the VA Financial Services Center in Austin, Texas; or

(5) Solicitations or contracts in which the VA designated agency office does not have electronic invoicing capability as described above.

(End of Clause)

#### **4.7 VAAR 852.236-76 CORRESPONDENCE (APR 1984)**

All correspondence relative to this contract shall bear Specification Number, Project Number, Department of Veterans Affairs Contract Number, title of project and name of facility.

(End of Clause)

#### **4.8 VAAR 852.236-77 REFERENCE TO "STANDARDS" (JUL 2002)**

Any materials, equipment, or workmanship specified by references to number, symbol, or title of any specific Federal, Industry or Government Agency Standard Specification shall comply with all applicable provisions of such standard specifications, except as limited to type, class or grade, or modified in contract specifications. Reference to "Standards" referred to in the contract specifications, except as modified, shall have full force and effect as though printed in detail in specifications.

(End of Clause)

#### **4.9 VAAR 852.236-78 GOVERNMENT SUPERVISION (APR 1984)**

(a) The work will be under the direction of the Department of Veterans Affairs contracting officer, who may designate another VA employee to act as resident engineer at the construction site.

(b) Except as provided below, the resident engineer's directions will not conflict with or change contract requirements.

(c) Within the limits of any specific authority delegated by the contracting officer, the resident engineer may, by written direction, make changes in the work. The contractor shall be advised of the extent of such authority prior to execution of any work under the contract.

(End of Clause)

#### **4.10 VAAR 852.236-80 SUBCONTRACTS AND WORK COORDINATION (APR 1984)**

(a) Nothing contained in this contract shall be construed as creating any contractual relationship between any subcontractor and the Government. Divisions or sections of specifications are not intended to control the contractor in dividing work among subcontractors, or to limit work performed by any trade.

(b) The contractor shall be responsible to the Government for acts and omissions of his/her own employees, and of the subcontractors and their employees. The contractor shall also be responsible for coordination of the work of the trades, subcontractors, and material suppliers.

(c) The Government or its representatives will not undertake to settle any differences between the contractor and subcontractors or between subcontractors.

(d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Department of Veterans Affairs projects or for any other reason, is considered by the contracting officer to be incompetent or otherwise objectionable.

(End of Clause)

#### **4.11 VAAR 852.236-82 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (WITHOUT NAS) (APR 1984)**

(a) Retainage:

(1) The contracting officer may retain funds:

(i) Where performance under the contract has been determined to be deficient or the contractor has performed in an unsatisfactory manner in the past; or

(ii) As the contract nears completion, to ensure that deficiencies will be corrected and that completion is timely.

(2) Examples of deficient performance justifying a retention of funds include, but are not restricted to, the following:

(i) Unsatisfactory progress as determined by the contracting officer;

(ii) Failure to meet schedule in Schedule of Work Progress;

(iii) Failure to present submittals in a timely manner; or

(iv) Failure to comply in good faith with approved subcontracting plans, certifications, or contract requirements.

(3) Any level of retention shall not exceed 10 percent either where there is determined to be unsatisfactory performance, or when the retainage is to ensure satisfactory completion. Retained amounts shall be paid promptly upon completion of all contract requirements, but nothing contained in this subparagraph shall be construed as limiting the contracting officer's right to withhold funds under other provisions of the contract or in accordance with the general law and regulations regarding the administration of Government contracts.

(b) The contractor shall submit a schedule of cost to the contracting officer for approval within 30 calendar days after date of receipt of notice to proceed. Such schedule will be signed and submitted in triplicate. The approved cost schedule will be one of the bases for determining progress payments to the contractor for work completed. This schedule shall show cost by the branches of work for each building or unit of the contract, as instructed by the resident engineer.

(1) The branches shall be subdivided into as many sub-branches as are necessary to cover all component parts of the contract work.

(2) Costs as shown on this schedule must be true costs and, should the resident engineer so desire, he/she may require the contractor to submit the original estimate sheets or other information to substantiate the detailed makeup of the schedule.

(3) The sum of the sub-branches, as applied to each branch, shall equal the total cost of such branch. The total cost of all branches shall equal the contract price.

(4) Insurance and similar items shall be prorated and included in the cost of each branch of the work.

(5) The cost schedule shall include separate cost information for the systems listed in the table in this paragraph (b)(5). The percentages listed below are proportions of the cost listed in the contractor's cost schedule and identify, for payment purposes, the value of the work to adjust, correct and test systems after the material has been installed. Payment of the listed percentages will be made only after the contractor has demonstrated that each of the systems is substantially complete and operates as required by the contract.

## VALUE OF ADJUSTING, CORRECTING, AND TESTING SYSTEM

System	Percent
Pneumatic tube system	10
Incinerators (medical waste and trash)	5
Sewage treatment plant equipment	5
Water treatment plant equipment	5
Washers (dish, cage, glass, etc.)	5
Sterilizing equipment	5
Water distilling equipment	5
Prefab temperature rooms (cold, constant temperature)	5
Entire air-conditioning system (Specified under 600 Sections)	5
Entire boiler plant system (Specified under 700 Sections)	5
General supply conveyors	10
Food service conveyors	10
Pneumatic soiled linen and trash system	10
Elevators and dumbwaiters	10
Materials transport system	10
Engine-generator system	5
Primary switchgear	5
Secondary switchgear	5
Fire alarm system	5
Nurse call system	5
Intercom system	5
Radio system	5
TV (entertainment) system	5

(c) In addition to this cost schedule, the contractor shall submit such unit costs as may be specifically requested. The unit costs shall be those used by the contractor in preparing his/her bid and will not be binding as pertaining to any contract changes.

(d) The contracting officer will consider for monthly progress payments material and/or equipment procured by the contractor and stored on the construction site, as space is available, or at a local approved location off the site, under such terms and conditions as such officer approves, including but not limited to the following:

- (1) The material or equipment is in accordance with the contract requirements and/or approved samples and shop drawings.
- (2) Only those materials and/or equipment as are approved by the resident engineer for storage will be included.
- (3) Such materials and/or equipment will be stored separately and will be readily available for inspection and inventory by the resident engineer.
- (4) Such materials and/or equipment will be protected against weather, theft and other hazards and will not be subjected to deterioration.
- (5) All of the other terms, provisions, conditions and covenants contained in the contract shall be and remain in full force and effect as therein provided.
- (6) A supplemental agreement will be executed between the Government and the contractor with the consent of the contractor's surety for off-site storage.

(e) The contractor, prior to receiving a progress or final payment under this contract, shall submit to the contracting officer a certification that the contractor has made payment from proceeds of prior payments, or that timely payment will be made from the proceeds of the progress or final payment then due, to subcontractors and suppliers in accordance with the contractual arrangements with them.

(f) The Government reserves the right to withhold payment until samples, shop drawings, engineer's certificates, additional bonds, payrolls, weekly statements of compliance, proof of title, nondiscrimination compliance reports, or any other things required by this contract, have been submitted to the satisfaction of the contracting officer.

(End of Clause)

#### **4.12 VAAR 852.236-84 SCHEDULE OF WORK PROGRESS (NOV 1984)**

(a) The contractor shall submit with the schedule of costs, a progress schedule that indicates the anticipated installation of work versus the elapsed contract time, for the approval of the contracting officer. The progress schedule time shall be represented in the form of a bar graph with the contract time plotted along the horizontal axis. The starting date of the schedule shall be the date the contractor receives the "Notice to Proceed." The ending date shall be the original contract completion date. At a minimum, both dates shall be indicated on the progress schedule. The specific item of work, i.e., "Excavation", "Floor Tile", "Finish Carpentry", etc., should be plotted along the vertical axis and indicated by a line or bar at which time(s) during the contract this work is scheduled to take place. The schedule shall be submitted in triplicate and signed by the contractor.

(b) The actual percent completion will be based on the value of installed work divided by the current contract amount. The actual completion percentage will be indicated on the monthly progress report.

(c) The progress schedule will be revised when individual or cumulative time extensions of 15 calendar days or more are granted for any reason. The revised schedule should indicate the new contract completion date and should reflect any changes to the installation time(s) of the items of work affected.

(d) The revised progress schedule will be used for reporting future scheduled percentage completion.

(End of Clause)

#### **4.13 VAAR 852.236-85 SUPPLEMENTARY LABOR STANDARDS PROVISIONS (APR 1984)**

(a) The wage determination decision of the Secretary of Labor is set forth in section GR, General Requirements, of this contract. It is the result of a study of wage conditions in the locality and establishes the minimum hourly rates of wages and fringe benefits for the described classes of labor in accordance with applicable law. No increase in the contract price will be allowed or authorized because of payment of wage rates in excess of those listed.

(b) The contractor shall submit the required copies of payrolls to the contracting officer through the resident engineer or engineer officer, when acting in that capacity. Department of Labor Form WH- 347, Payroll, available from the Superintendent of Documents, Government Printing Office, Washington, DC 20402, may be used for this purpose. If, however, the contractor or subcontractor elects to use an individually composed payroll form, it shall contain the same information shown on Form WH-347, and in addition be accompanied by Department of Labor Form WH-348, Statement of Compliance, or any other form containing the exact wording of this form.

(End of Clause)

#### **4.14 VAAR 852.236-86 WORKER'S COMPENSATION (JAN 2008)**

Public Law 107-217 (40 U.S.C. 3172) authorizes the constituted authority of States to apply their workers compensation laws to all lands and premises owned or held by the United States.

(End of Clause)

#### **4.15 VAAR 852.236-89 BUY AMERICAN ACT (JAN 2008)**

(a) Reference is made to the clause entitled "Buy American Act--Construction Materials," FAR 52.225-9.

(b) Notwithstanding a bidder's right to offer identifiable foreign construction material in its bid pursuant to FAR 52.225-9, VA does not anticipate accepting an offer that includes foreign construction material.

(c) If a bidder chooses to submit a bid that includes foreign construction material, that bidder must provide a listing of the specific foreign construction material he/she intends to use and a price for said material. Bidders must include bid prices for comparable domestic construction material. If VA determines not to accept foreign construction material and no comparable domestic construction material is provided, the entire bid will be rejected.

(d) Any foreign construction material proposed after award will be rejected unless the bidder proves to VA's satisfaction: (1) it was impossible to request the exemption prior to award, and (2) said domestic construction material is no longer available, or (3) where the price has escalated so dramatically after the contract has been awarded that it would be unconscionable to require performance at that price. The determinations required by (1), (2), and (3) of this paragraph shall be made in accordance with Subpart 825.2 and FAR 25.2.

(e) By signing this bid, the bidder declares that all articles, materials and supplies for use on the project shall be domestic unless specifically set forth on the Bid Form or addendum thereto.

(End of Clause)

#### 4.16 VAAR 852.236-91 SPECIAL NOTES (JUL 2002)

(a) Signing of the bid shall be deemed to be a representation by the bidder that:

(1) Bidder is a construction contractor who owns, operates, or maintains a place of business, regularly engaged in construction, alteration, or repair of buildings, structures, and communications facilities, or other engineering projects, including furnishing and installing of necessary equipment; or

(2) If newly entering into a construction activity, bidder has made all necessary arrangements for personnel, construction equipment, and required licenses to perform construction work; and

(3) Upon request, prior to award, bidder will promptly furnish to the Government a statement of facts in detail as to bidder's previous experience (including recent and current contracts), organization (including company officers), technical qualifications, financial resources and facilities available to perform the contemplated work.

(b) Unless otherwise provided in this contract, where the use of optional materials or construction is permitted, the same standard of workmanship, fabrication and installation shall be required irrespective of which option is selected. The contractor shall make any change or adjustment in connecting work or otherwise necessitated by the use of such optional material or construction, without additional cost to the Government.

(c) When approval is given for a system component having functional or physical characteristics different from those indicated or specified, it is the responsibility of the contractor to furnish and install related components with characteristics and capacities compatible with the approved substitute component as required for systems to function as noted on drawings and specifications. There shall be no additional cost to the Government.

(d) In some instances it may have been impracticable to detail all items in specifications or on drawings because of variances in manufacturers' methods of achieving specified results. In such instances the contractor will be required to furnish all labor, materials, drawings, services and connections necessary to produce systems or equipment which are completely installed, functional, and ready for operation by facility personnel in accordance with their intended use.

(e) Claims by the contractor for delay attributed to unusually severe weather must be supported by climatological data covering the period and the same period for the 10 preceding years. When the weather in question exceeds in intensity or frequency the 10-year average, the excess experienced shall be considered "unusually severe." Comparison shall be on a monthly basis. Whether or not unusually severe weather in fact delays the work will depend upon the effect of weather on the branches of work being performed during the time under consideration.

(End of Clause)

General Decision Number: WV140011 07/11/2014 WV11

Superseded General Decision Number: WV20130012

State: West Virginia

Construction Type: Building

County: Harrison County in West Virginia.

Modification Number    Publication Date

- 0        01/03/2014
- 1        01/17/2014
- 2        01/24/2014
- 3        02/07/2014
- 4        02/28/2014
- 5        07/11/2014

ASBE0002-002 08/01/2013

Rates        Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 36.57        22.37

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BOIL0667-005 01/01/2013

Rates        Fringes

BOILERMAKER.....\$ 35.98        22.23

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BRWV0015-004 06/01/2013

Rates        Fringes

BRICKLAYER

Bricklayer & Brick

Pointer/Caulker/Cleaner.....\$ 29.07 17.43

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BRWV0015-010 06/01/2013

Rates Fringes

MASON - STONE.....\$ 29.07 17.43

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CARP0476-005 12/01/2013

Rates Fringes

CARPENTER (Including Drywall

Hanging and Form Work).....\$ 27.81 16.74

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CARP1755-003 12/01/2013

Rates Fringes

MILLWRIGHT.....\$ 32.46 18.59

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ELEC0596-006 06/01/2013

Rates Fringes

ELECTRICIAN.....\$ 32.54 20.98

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ENGI0132-006 12/01/2013

Rates      Fringes

POWER EQUIPMENT OPERATOR:

GROUP 1.....	\$ 34.76	18.53
GROUP 2.....	\$ 34.41	18.53
GROUP 3.....	\$ 33.41	18.53
GROUP 4.....	\$ 22.91	18.53

GROUP 1: All Friction Cranes, Tower Cranes and all Cranes with 180 ft. or more of boom including mast and jibs or lifting capacity of 100 tons or more and hoists with 30,000 pound line pull or more

GROUP 2: Operating Cranes and Tower Cranes with a lifting capacity of 15 tons and over

GROUP 3: Backhoe, Excavator, Bulldozer, all other Cranes

GROUP 4: Bobcat/Skid Steer/Skid Loader, Oiler

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IRON0549-008 12/01/2012

Rates      Fringes

IRONWORKER (Ornamental,  
Reinforcing, and Structural).....\$ 30.00      16.49

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LABO0379-007 12/01/2013

Rates      Fringes

LABORER

Mason Tender -  
Cement/Concrete.....\$ 21.19      14.50

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LABO0984-004 12/01/2013

Rates      Fringes

LABORER

Group 1.....\$ 20.83      14.50  
Group 2.....\$ 21.19      14.50

LABORER CLASSIFICATIONS

GROUP 1: Carpenter Tender, Common or General, Water Boy

GROUP 2: Concrete Worker, Dewatering, Grade Checker, Mason  
Tender-Brick, Mortar Mixer, Rigging and Signaling, Scaffold  
Builder (Brick and Masonry), Skytrak Forklift Operator

LABO1149-004 12/01/2013

Rates Fringes

LABORER

Asphalt Raker.....\$ 20.92 15.00

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LABO9999-002 01/31/2014

Rates Fringes

LABORER

Pipelayer.....\$ 24.10 14.68

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PAIN0091-012 12/01/2013

Rates Fringes

PAINTER (Brush, Roller and

Spray).....\$ 23.31 13.96

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PAIN1195-002 12/01/2013

Rates Fringes

GLAZIER.....\$ 29.50 7.62

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PAIN9999-001 01/31/2014

Rates Fringes

PAINTER (Drywall  
Finishing/Taping).....\$ 24.07 13.86

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PLAS0887-009 12/01/2011

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 26.26 12.31

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PLUM0152-009 11/01/2013

Rates Fringes

PLUMBER.....\$ 31.58 26.69

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PLUM0152-010 11/01/2013

Rates Fringes

PIPEFITTER (Includes HVAC  
Pipe Installation).....\$ 31.58 26.69

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SFWV0669-003 07/01/2013

Rates Fringes

SPRINKLER FITTER (Fire

Sprinklers).....\$ 30.77      18.37

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\* SHEE0033-003 06/01/2014

Rates      Fringes

SHEET METAL WORKER (Includes

HVAC Duct Installation).....\$ 29.28      21.80

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SUWV2012-009 08/13/2012

Rates      Fringes

OPERATOR: Forklift.....\$ 33.09      3.00

ROOFER.....\$ 24.28      9.32

Truck Driver: Single and

Double Axle Dump Trucks.....\$ 28.52      3.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is

an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board

U.S. Department of Labor

200 Constitution Avenue, N.W.

Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION